

BK 0398 PG 0746

STATE MS.-DESOTO CO.
FILED

FILE #00-149
PREPARED BY & RETURN TO:
MCFALL LAW FIRM
7105 SWINNEA RD SUITE 1
SOUTHAVEN, MS 38671
(662) 349-7780

JEFFREY S. CRUMBLEY and wife,
OLIVIA S. CRUMBLEY,
GRANTORS

SEP 4 4 01 PM '01

BK 398 PG 746
W.F. 5-1-01

WARRANTY

DEED

TO

BRIAN C. WALTERS and wife,
DANA E. WALTERS
GRANTEES

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), cash in hand paid, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **JEFFREY S. CRUMBLEY and wife, OLIVIA S. CRUMBLEY**, do hereby sell, convey, and warrant unto **BRIAN C. WALTERS and wife DANA E. WALTERS**, as tenants by the entirety with full rights of survivorship and not as tenants in common, the following described property situated in the County of DeSoto, State of Mississippi, together with all improvements and appurtenances thereon more particularly described as follows:

Lot 6, Section A, Morrow Crest North, situated in Section 2, Township 3 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 62, Pages 6-13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The above property is the same property conveyed to the GRANTORS herein by Warranty Deed in Book 362, Page 4, in the Chancery Clerk's Office of DeSoto County, Mississippi.

The warranty in this deed is subject to right of ways and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi, and further subject to all applicable building restrictions and restrictive covenants of record, and further subject to the following building restrictions and restrictive covenants.

- (1) No dwelling constructed in the subdivision shall be less than 1750 heated square feet of floor area.
- (2) Lot shall be used for residential purpose only.
- (3) No obnoxious or offensive activities shall be carried on upon any lot.
- (4) No trailer, mobile home, tent, basement, shack, garage, barn or other structure of a temporary nature to be used as a residence at any time.
- (5) These covenants shall run with the land and shall be binding upon all parties for a period of twenty-five years from the date the plat is recorded, after which time the covenants shall be automatically extend for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots shall have been recorded agreeing to change the covenants in whole or part.
- (6) Enforcement shall be by proceedings at law or in equity against any person or persons violation or attempting to violate any covenants either to restrain violation or to recover damages.

Taxes for the year 2001 have been prorated between Grantor and Grantee and are to be paid on due date by Grantee.

WITNESS OUR SIGNATURE, this the 30th day of August, 2001.


JEFFREY S. CRUMBLEY


OLIVIA S. CRUMBLEY

STATE OF MISSISSIPPI:
COUNTY OF DESOTO;

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, within named: JEFFREY S. CRUMBLEY and wife, OLIVIA S. CRUMBLEY, who acknowledged that they signed and delivered the above and foregoing Deed on the day and year therein mentioned, as their free act and deed, and for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 30TH DAY OF AUGUST 2001.

Notary Public State of Mississippi At Large
My Commission Expires: March 9, 2002
Bonded Thru Heiden Brooks & Garland, Inc.

Lina Lunamand
NOTARY PUBLIC

My Commission Expires:

Property Address: Lot 6, Morrow Crest Subdivision, Hernando, MS 38632

GRANTOR'S ADDRESS

JEFFREY S. CRUMBLEY
3419 HOURGLASS W.
662-429-8296 901-550-4420
HM PHONE WK PHONE

GRANTEE'S ADDRESS

3426 RHETT BUTLER
HERNANDO, MS 38630
662-429-2139 662-349-5544
HM PHONE WK PHONE

